

Fill in this information to identify the case:

Debtor 1 Ernesto Parra  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing)  
 United States Bankruptcy Court for the : Northern District of Illinois  
 (State)  
 Case number 16-39775

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as trustee on behalf of the FDIC 2013-R2 Asset Trust

Court claim no. (if known): 3

Last four digits of any number you use to identify the debtor's account: XXXXXX1669

Date of payment change: 2/1/2021  
 Must be at least 21 days after date of this notice

New total payment: \$1,800.73  
 Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- ☒ No  
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_

New escrow payment : \$ \_\_\_\_\_

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account?

- ☐ No  
☒ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 3.62500%

New interest rate: 3.00000%

Current principal and interest payment: \$ 1,423.87

New principal and interest payment: \$ 1,361.96

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☒ No  
☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

**Ernesto Parra**

First Name Middle Name Last Name

Case number (if known) 16-39775

**Part 4:**

**Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent

**I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.**

X /s/Dana O'Brien Date 12/17/2020  
Signature

Print: Dana O'Brien Title Authorized Agent for Creditor  
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road  
Number Street  
Roswell GA 30076  
City State ZIP Code

Contact phone (312) 346-9088 X5188 Email Dana.O'Brien@mccalla.com

In Re:  
Ernesto Parra

Bankruptcy Case No.: 16-39775  
Chapter: 13  
Judge: Janet S. Baer

CERTIFICATE OF SERVICE

I, Dana O'Brien, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Ernesto Parra  
4001 North Lincoln Street  
Westmont, IL 60559

David Ratowitz  
Ratowitz Law Group  
4809 North Ravenswood #227  
Chicago, IL 60640  
*(served via ECF Notification)*

Glenn B Stearns, Trustee  
801 Warrenville Road, Suite 650  
Lisle, IL 60532  
*(served via ECF Notification)*

U.S. Trustee  
Patrick S Layng  
Office of the U.S. Trustee, Region 11  
219 S Dearborn St, Room 873  
Chicago, IL 60604  
*(served via ECF Notification)*

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 12/23/2020 By: /s/Dana O'Brien  
(date) Dana O'Brien  
Authorized Agent for Creditor



PO Box 818060  
5801 Postal Road  
Cleveland, OH 44181

12/01/2020

**OUR INFO**  
ONLINE  
[www.mrcooper.com](http://www.mrcooper.com)

**YOUR INFO**  
LOAN NUMBER  
[REDACTED]  
PROPERTY ADDRESS  
**4001 N LINCOLN ST  
WESTMONT, IL 60559**

ERNESTO PARRA  
4001 N LINCOLN ST  
WESTMONT, IL 60559

Dear Ernesto Parra,

### Changes to Your Mortgage Interest Rate and Payments on 1/1/21.

Under the terms of your Adjustable Rate Mortgage (ARM), your current interest rate has been 3.625%. That rate ends on 1/1/21, so on that date your interest rate changes. After that, your interest rate and payment change every 6 months for the life of your loan. Your interest rate and payment are scheduled to change again on 8/1/21.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	3.625%	3.000%
Principal	\$810.04	\$855.99
Interest	\$613.83	\$505.97
Escrow	\$438.77	\$438.77
<b>TOTAL MONTHLY PAYMENT</b>	<b>\$1,862.64</b>	<b>\$1,800.73 due 2/1/21</b>

**Interest Rate:** We will calculate your interest rate by taking a published “index rate” and adding a certain number of percentage points, called the “margin.” Under your loan agreement, your index rate is the AVERAGE OF THE LONDON INTERBANK OFFERED RATES FOR SIX-MONTH US DOLLAR DENOMINATED DEPOSITS and your margin is 2.750%. The AVERAGE OF THE LONDON INTERBANK OFFERED RATES FOR SIX-MONTH US DOLLAR DENOMINATED DEPOSITS is published DAILY IN THE PRINT EDITION OF THE WALL STREET JOURNAL.

**Rate Limits:** Your rate cannot go higher than 13.875%, or lower than 2.750%, over the life of the loan. Your rate on the first change cannot be increased by more than 6.000% or decreased by more than 5.125%.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. These amounts are based on the AVERAGE OF THE LONDON INTERBANK OFFERED RATES FOR SIX-MONTH US DOLLAR DENOMINATED DEPOSITS index, your margin of 2.750%, your loan balance of \$202,387.68, and your remaining loan term of 186 months.

**Prepayment Penalty:** We will not assess a prepayment penalty at any time, in the event you would like to pay part or all of your mortgage balance.

*Please be advised, if your monthly payments are auto drafted from your bank account, changes to your monthly payment, per the terms of your Adjustable Rate Note, will be reflected in the amount deducted from your account.*

If you have any questions, your Dedicated Loan Specialist is Cosmin Mihai and can be reached at (866)-316-2432 or via mail at Lake Vista 4, 800 State Highway 121 Bypass, Lewisville, TX 75067. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 7 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT). Visit us on the web at [www.mrcooper.com](http://www.mrcooper.com) for more information.

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**Please be advised this communication is sent for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code. If this account has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt against you; however, the servicer/lender reserves the right to exercise the legal rights only against the property securing the loan obligation, including the right to foreclose its lien under appropriate circumstances. Nothing in this communication shall be construed as an attempt to collect against the borrower personally or an attempt to revive personal liability.**

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.



Sincerely,  
Mr. Cooper